



**FIRST - TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)**

Case Reference

BIR/37UD/MNR/2026/0005

Property

**26 Canavan Way, Salford, Manchester,
M7 1AZ**

Tenant

Abbi Webster

Tenant's Representative

Landlord

Wise Living Homes Limited

Landlord's Address

**17 Regan Way, Chetwynd Business Park,
Nottingham, NG96RZ**

Landlord's Representative

**PUKAHF Co-invest 1A Ltd & PUKAHF
Co-invest 1B Ltd**

Date of Application

31 May 2026

Type of Application

**Determination of an Open-Market Rent
sections 13 & 14 of the Housing Act 1988**

Tribunal Members

**Judge V Lloyd
Mr David Hunt MRICS**

Date of Decision

23 July 2026

Rent Determined

£1,295.00 per calendar month

Date the new rent takes effect	1 June 2026
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REASONS FOR THE DECISION

Background

1. On 5 March 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,295.00 per calendar month (pcm) in place of the existing rent of £1,200.00 pcm to take effect from 1 June 2026.
2. On 31 May 2026, under Section 13(4)(a) of the Housing Act 1988, the Tenant referred the Landlord's notice proposing a new rent to the Tribunal for determination of an open-market rent.
3. The tenancy commenced on 1 June 2025. The rental period is monthly.

Allocation of Repairs between Landlord and Tenant

4. As per section 11 of the Landlord and Tenant Act 1985.

Services Charges or furniture provided by Landlord (other than carpets and curtain and white goods specified below) and the costs relating to the same.

5. There are no service charges nor any services provided by the Landlord. The Property is unfurnished and the Landlord provides white goods.

Liability for Council Tax

9. The Tenant is responsible for the payment of Council Tax in respect of the Property. The rent determined is exclusive of Council Tax.

Hearing

10. Neither party requested an inspection or oral hearing. The Tribunal has considered this case on the basis of the papers provided by the parties and its own knowledge and specialist expertise.

The Property

11. The Property is a three-bedroom, semi-detached house with kitchen, living room, downstairs toilet, bathroom. Outside there is a garden and parking for two cars.

The Property benefits from central heating, double-glazing and carpet/laminate flooring.

The Property is situated on a modern residential development in the Lower Broughton neighbourhood of Salford, approximately 1.5 miles from Manchester city centre. The River Irwell is 0.2 miles to the south.

Evidence

12. Both parties completed and returned the Tribunal's reply forms.

The Tenant

13. The Tenant has made the following comments:
- a. *"While higher rents may be achieved for similar properties in good condition, this property has not been internally refreshed and shows visible wear, including marked and damaged walls and areas of deterioration."*
 - b. *"There are ongoing repair and maintenance issues, including problems with drainage and the shower, as well as external security concerns."*
- "These factors reduce the overall rental value. The current rent of £1,200 per month already reflects these conditions and is consistent with local average rents for similar properties in comparable or better condition."*

The Landlord

14. The Landlord has represented that the local market rent for a property of this type is £1,550 pcm and has documented six comparable three-bedroom properties to let, ranging from £1,400 pcm to £2,000 pcm, all within a mile of the subject Property.

Tenant's Reply

15. The Tenant provided an inspection report for the Property dated 4 September 2024. Under "*condition and cleanliness*" four rooms/areas were described as unsatisfactory as follows:
- a Kitchen: *"Movement to laminate in main kitchen area"*

- b Bedroom 2: *"Marks to carpet by window and carpet marked throughout"*
- c Bedroom 3: *"Wall badly filled and cracking"*
- d Rear of Property: *"Fence panels broken"*

The Inspection Grading/RAG Score was rated as red.

16. The Tenant has stated, *"I do not agree that the proposed rent of £1,295 per calendar month reflects the open market rental value of the property in its current condition. The condition of the property has been an ongoing issue throughout my tenancy and was raised from the point of management handover to the current agent. Outstanding maintenance issues were identified at that stage and have persisted over a significant period of time. I have repeatedly reported concerns regarding the paintwork, flooring, mould, and general condition, and have provided photographic evidence demonstrating that the paintwork is marked, damaged, and deteriorating. Issues with the flooring, including gaps and movement, were also reported and required repair."*
17. *"In addition, there have been ongoing maintenance issues which materially affect the usability of the property. Most significantly, the shower has been unusable for an extended period of time, and this has not been resolved within a reasonable timeframe despite being reported over a prolonged period."* The Tenant alleges that issues relating to a blocked waste pipe, broken toilet seat, cracked grouting in the bathroom wall tiles, a leak in the velux windows, plaster damage to the walls, mould, redecoration needs, freezer seal and broken drawers all remain unresolved.
18. The Tenant states, *"A figure closer to £1,100 per calendar month would more accurately reflect the condition and standard of the property"*. The Tenant has provided details of eight three-bedroom properties to let ranging from £1,075 to £1,250 pcm which include terraced, end of terrace and semi-detached houses.

Determination and Valuation

19. Referring to the Landlord's evidence of comparable properties, they have documented six comparable three-bedroom properties to let, ranging from £1,400 pcm to £2,000 pcm, all within a mile of the subject Property. One of the Properties was located on Sussex Street, which is on the same estate as the subject Property and was built by the same developer. It was offered for let at £1,550 pcm. The Tenant relied upon eight three-bedroom properties advertised at rents between £1,075 and £1,250 pcm. We have attached less weight to those comparables because they included a mixture of property types and were generally located further from the subject Property, including a semi-detached

house on Lancaster Road advertised for £1,240 pcm, approximately three miles west of the Property.

20. Relying on its own expert, general knowledge of rental values in the area and the comparables provided by both parties, the Tribunal considers that the market rent of the subject Property modernised, in good repair and decorative order would be in the order of £1,500.00 pcm. This is the rent we would expect the property to let for in the open market at the valuation date and if it was in the same general condition as the comparable properties, including having white goods provided by the Landlord.
21. The Tribunal accepts the existence of issues relating to the shower, drainage and fencing based upon the inspection report and supporting material provided by the Tenant and has made adjustments to the rent. Whilst these issues affect rental value, they do not render substantial parts of the accommodation unusable and the rental value has been adjusted accordingly. Evidence relating to mould, velux leaks, damaged plaster, freezer and drawer issues are included within the overall general worn condition of the Property. The broken fencing has only a minor impact on rental value.

Open Market Rent	£1,500.00 pcm
Less:	
a) General worn condition of the Property	£150
b) Issues with the drainage and shower	£50
c) Broken fencing in the garden	£5
	(£205.00)

Rent Determined	£1,295.00 pcm
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Undue hardship

22. The new rent takes effect from the date specified in the Landlord's Notice of Increase unless that would cause undue hardship to the Tenant. In cases of undue hardship, the Tribunal has a discretion to fix a later starting date up to the date a Tribunal makes its determination.
23. The Tenant has asked the Tribunal to fix a later starting date in this case. The Tenant says she will be caused undue hardship but does not provide relevant details nor any supporting evidence to show how she would experience undue hardship.
24. The Landlord did not respond to the Tenant's application for postponement due to undue hardship.

25. As a result of our decision the rent will increase by £95 pcm. The Tribunal accepts that an increase in rent may create financial pressure for the Tenant. However, it has not been provided with information regarding income, expenditure, benefits, liabilities or other financial circumstances. In the absence of evidence enabling the Tribunal to assess the extent of any hardship, it is not satisfied that implementation of the new rent from 1 June 2026 would cause undue hardship. Case law states that a mere assertion of undue hardship would not be sufficient (*Anderson v Kokins & Kokina [2024] UKUT 0091 (LC)*). The Tribunal accordingly sets the starting date for the new rent as 1 June 2026.

Decision

26. The Tribunal determines the new rent amount at £1,295.00 per calendar month with effect from 1 June 2026.

APPEAL PROVISIONS

If either party is dissatisfied with this decision, they may apply for permission to appeal to the Upper Tribunal (Lands Chamber) on any point of law arising from this Decision. Prior to making such an appeal, an application must be made, in writing, to this Tribunal for permission to appeal. Any such application must be made within 28 days of the issue of this statement of reasons (regulation 52 (2) of The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013) stating the grounds upon which it is intended to rely in the appeal.